REMARKS

This is in response to the Final Office Action mailed August 9, 2010. Reconsideration and allowance of the subject application, as amended, are respectfully requested.

The Specification and claim 7 have been amended. It is believed that these amendments to the subject application render moot the Examiner's objection to the Specification and rejection of claims 7-13 under §101 made at pages 2-3 of the Final Office Action. At page 3 of the Final Office Action, the Examiner acknowledges that these amendments do not constitute new matter.

It is respectfully submitted that the within Amendment should be entered since it is directly solely to formal matters, it places the subject application either in condition for allowance or in better condition for appeal (if necessary) because it reduces issues to be resolved on appeal, and it does not necessitate further search or examination by the Examiner.

In the Final Office Action, claims 1-21 were rejected under 35 U.S.C. § 103(a) as being unpatentable over the combination of no less than five separate documents, namely, "High-Availability Solutions for SIP Enabled Voice-over-IP Networks", October 18, 2002, pages 1-7 (hereinafter, "Cisco Systems") in view of Rosenberg et al., Internet Engineering Task Force, Internet Draft, SIP WG, draft-ietf-sip-rfc2543bis-05.ps, October 26, 2001, pages 1-157 (hereinafter "Rosenberg"), Lakkakorpi (U.S. Publication No. 2003/0179704), Bakshi (U.S. Patent No. 7,738,379), and/or Sylvain (U.S. Publication No. 2004/0122901 A1). Applicants respectfully submit that this rejection is in error, and should be withdrawn.

All claim limitations must be considered material in judging the patentability of the claims against the prior art. MPEP §2143.03; *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976); *In re Wilson*, 424 F.2d 1382, 165 USPQ 494 (CCPA 1970). Anticipation of a claim under §102 requires that each limitation of the claim be identically disclosed in single unit of prior art. In determining the differences between the prior art and the claims, the question under 35 USC §103 is not whether the differences themselves would have been obvious, but whether the claimed combination of limitations, as a whole, would have been obvious. MPEP §2141.02; *In re Hirao*, 535 F.2d 67, 190 USPQ 15 (CCPA 1976). Rejections based on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with factual rationale to support a *prima facie* case of obviousness. In order for that reasoning and rationale to be proper, among other things, all of the claim limitations must be taught or

suggested in the art relied upon by the Examiner. MPEP §2141 III; *KSR International v. Teleflex Inc.*, 550 U.S. ___ , 82 USPQ2d 1385 (2007).

At page 5 of the Final Office Action, the Examiner states:

> Cisco systems fails to explicitly disclose back-to-back user agent that is to operate as a proxy and to communicate regarding node locations in a SIP network, factoring the load into a session initiation protocol (SIP) Q-value for the first node, where the Q-value is an integer value based on both (1) a contact priority and (2) a number of calls or an amount of information being processed for a call; transmitting the Q-value to a second node via one or more load brokers where each load broker is a back-to-back user agent; and determining a domain load factor for a domain that comprises a plurality of SIP entities, the domain load factor indicating domain load for the entire domain, the domain load factor to be shared with other domains and to be used with the Q-value to determine call routing, determining a domain load factor for a domain that comprises a plurality of SIP entities, the domain load factor indicating domain load for the entire domain.

(Final Office Action, page 5).

Indeed, Cisco nowhere discloses or suggests **factoring the load** into **any kind** of **SIP** value, much less, a SIP Q-value. Additionally, Cisco nowhere discloses or suggests basing **any kind** of **SIP** value upon both (1) contact priority and (2) number of calls or an amount of information being processed for a call. Moreover, Cisco nowhere discloses or suggests transmitting **any kind of SIP value** via any kind of **load broker**, much less, where each such load broker is **a back-to-back user agent that is to operate as a proxy and to communicate regarding node locations in a SIP network**.

Concerning Rosenberg, the Examiner states:

Rosenberg discloses SIP q-value and using the Q-value to determine call routing

(Section 16.5, page 57; A common ordering mechanism is to use the qvalue parameter

of destinations obtained from Contact header fields (see Section 22.10). Destinations

are processed from highest qvalue to lowest. Destinations with equal qvalues may be

processed in parallel; Section 26.1; qvalue = ("0" ["." 0*3DIGIT])— ("1" ["." 0*3("0")];

showing a q-value as an integer as recited in applicant's claim language; Section

10.2.1.2; page 35; If more than one Contact is sent in a REGISTER, then the registering

UA intends to associate all of the URIs given in these Contact headers with the address

of record present in the To field. This list can be prioritized with the "q" mechanism. q:

The "q" parameter indicates a relative preference for the particular Contact header field

compared to other bindings present in this REGISTER message or existing within the

location service of the registrar. For an example of how a proxy server uses "q" values,

see Section 16.5; Section 16.4 Making a Routing Decision; page 55; At this point, the

proxy must decide where to forward the request.)

(Final Office Action, pages 5-6).

Rosenberg suffers from the above deficiencies of Cisco vis-à-vis the claimed invention.

For example, Rosenberg nowhere discloses or suggests **factoring the load** into **any kind** of **SIP**

value, much less, a SIP Q-value. Rosenberg nowhere discloses or suggests basing **any kind** of

SIP value (much less SIP Q-value) upon both (1) contact priority and (2) number of calls or an

amount of information being processed for a call. Moreover, Rosenberg nowhere discloses or

suggests transmitting **any kind of SIP value** via any kind of **load broker**, much less, where each

such load broker is a **back-to-back user agent that is to operate as a proxy and to**

communicate regarding node locations in a SIP network.

Lakkakorpi does not overcome these deficiencies of Cisco and Rosenberg. Concerning

Lakkakorpi, the Examiner argues:

> Lakkakorpi discloses determining a domain load factor for a domain, (Col 6 line
>
> 64 – Col 7 line 16; link load) the domain load factor indicating domain load for the entire
>
> domain, (Col 7 lines 40-54)the domain load factor to be shared with other domains.
>
> (Col 4 lines 13-27; Col 5 lines 22-27, Col 8 lines 16-27)

(Final Office Action, page 6).

Even assuming, for the sake of argument, that the Examiner is correct in the Examiner's characterization of Lakkakorpi, Lakkakorpi nowhere discloses or suggests **factoring the load** into **any kind** of **SIP** value, much less, a SIP Q-value. Additionally, Lakkakorpi nowhere discloses or suggests basing **any kind** of **SIP** value (much less SIP Q-value) upon both (1) contact priority <u>and</u> (2) number of calls or an amount of information being processed for a call. Moreover, Lakkakorpi nowhere discloses or suggests transmitting **any kind of SIP value** via <u>any</u> <u>kind</u> of **load broker**, much less, where each such load broker is a **back-to-back user agent that is to operate as a proxy and to communicate regarding node locations in a SIP network**.

Concerning Bakshi, the Examiner argues:

> Bakshi discloses a Q-value based on (2) a number of calls or an amount of
>
> information being processed for a call; (Col 8 lines 13-17; Col 8 lines 38-50)

(Final Office Action, page 6).

Bakshi also suffers from the deficiencies of the other documents vis-à-vis the claimed invention. More specifically, Bakshi nowhere discloses or suggests **factoring the load** into **any kind** of **SIP** value, much less, a **SIP** Q-value. Additionally, Bakshi nowhere discloses or suggests basing **any kind** of **SIP** value (much less **SIP** Q-value) upon both (1) contact priority <u>and</u> (2) number of calls or an amount of information being processed for a call. Moreover, Bakshi nowhere discloses or suggests transmitting **any kind of SIP value** via <u>any kind</u> of **load broker**, much less, where each such load broker is a **back-to-back user agent that is to operate as a proxy and to communicate regarding node locations in a SIP network**.

Regarding Sylvain, the Examiner argues:

Sylvain discloses back-to-back user agent that is to operate as a proxy and to

communicate regarding node locations in a SIP network. ([0045])

(Final Office Action, page 6).

Sylvain nowhere discloses or suggests any kind of load broker or back-to-back user
agent, much less a load broker that is a back-to-back user agent that is to operate as a proxy and
to communicate regarding node locations in a SIP network. Additionally, Sylvain nowhere
discloses or suggests **factoring the load** into **any kind** of **SIP** value, much less, a **SIP** Q-value.
Additionally, Sylvain nowhere discloses or suggests basing **any kind** of **SIP** value (much less
SIP Q-value) upon both (1) contact priority and (2) number of calls or an amount of information
being processed for a call. Moreover, Sylvain nowhere discloses or suggests transmitting **any
kind of SIP value** via any kind of **load broker**, much less, where each such load broker is a
**back-to-back user agent that is to operate as a proxy and to communicate regarding node
locations in a SIP network**.

Thus, in summary, none of the documents relied upon by the Examiner discloses or
suggests the above-presented features of the claimed invention. For this reason, among others,
the Examiner has failed to establish a *prima facie* case of obviousness based upon these
documents. These differences between these documents, on the one hand, and the claims, on the
other, are not merely academic. For example, although the limitations in the claims are not
limited to or bound by embodiments disclosed in the Specification, in an embodiment disclosed
in the Specification, these features of the claimed invention that are not disclosed or suggested in
these documents permit this embodiment to operate in a manner that is different from, and to
achieve advantages compared to the technology disclosed in these documents. (See, e.g.,
Specification, page 6, lines 1 to 13, page 10, lines 14 to 22, and page 15, line 11 to page 16, line
3).

Accordingly, since these advantageous features of the claimed invention are nowhere
disclosed or suggested in any of these documents, it is respectfully submitted that none of these
documents, taken singly or in any combination, anticipates or renders obvious the claimed

invention. Therefore, it is respectfully submitted that the Examiner's rejection of the claims, as amended, under 35 USC § 103 cannot be maintained, and should be withdrawn.

In the event that the Examiner believes that a telephone interview would advance the prosecution of this application, the Examiner is invited to call the undersigned attorney to initiate an interview.

In the event that any fees are due or payable in connection with this submission or in this application (including any applicable extension of time for response fees) please charge them to Deposit Account No. 50-4238.   Likewise, please credit any overcharges to Deposit Account No. 50-4238.

Respectfully submitted,

Customer Number: 76973

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